

A.G. Contract No. 82-155

S-212(Misc.)
Grand Canyon National Park
North Entrance Rd.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE NATIONAL PARK SERVICE

PARTIES

THIS AGREEMENT is entered into APRIL 29, 1982
pursuant to Arizona Revised Statutes Sections 11-951 through 11-954,
as amended, by and between the STATE OF ARIZONA, acting by and through
the ARIZONA DEPARTMENT OF TRANSPORTATION ("ADOT"), and the U.S.
DEPARTMENT OF THE INTERIOR, acting by and through the NATIONAL PARK
SERVICE ("NPS").

STATUTORY AUTHORIZATION

WHEREAS, ADOT is empowered by Arizona Revised Statutes
Section 28-2201 to enter into this agreement, and the Director of the
Arizona Department of Transportation has, by that certain resolution
attached hereto as Exhibit "A" and incorporated herein by reference,
resolved to enter into this agreement and has authorized the under-
signed to execute this agreement on behalf of ADOT; and

WHEREAS, NPS is empowered by 16 U.S.C. Section 8.b. to enter
into this agreement; and

PURPOSE

WHEREAS, NPS wishes ADOT to perform snow removal operations
on the North Entrance Road to the Grand Canyon National Park, as an
extension of its snow removal operations on State Route 67 (JACOB LAKE-
GRAND CANYON HIGHWAY); and

WHEREAS, ADOT agrees to provide snow removal services for
this segment of roadway.

THEREFORE, it is mutually agreed as follows:

METHOD

ADOT shall:

1. Use its equipment and employees to remove snow from
approximately 14 road miles of the Grand Canyon National Park North
Entrance Road from the Park boundary to the Bright Angel Point Lodge.
The work shall include the use of a grader and snowblower operated by
a two-man crew, with additional employees and a plow-truck with a wing
plow as required to finish and spread cinders. Said work shall be
performed at the same time as ADOT's snow removal operations on State
Route 67. ADOT shall not be required to perform any snow removal

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services other than during its normal snow removal operations on State Route 67.

2.a. On a monthly basis, forward a statement to NPS itemizing the work performed and the costs thereof, according to the rate schedule attached hereto as Exhibit "C" and incorporated herein by reference. Said statement shall be forwarded to the National Park Service, Grand Canyon National Park, P.O. Box 129, Grand Canyon, Arizona 86023.

b. Said rate schedule may be amended as deemed necessary by ADOT; however, ADOT shall provide NPS with an amended rate schedule at least sixty (60) days prior to the effective date of any rate changes.

NPS shall:

1. At its own cost and prior to ADOT's beginning any snow removal operations, install snow markers in accordance with ADOT Standard Drawing 4-M-9.01 at locations agreed upon by representatives of NPS and ADOT.

2. As an annual item in its budget, bear the cost of the work performed by ADOT in carrying out the terms of this agreement, according to the rate schedule. Payment shall be made within thirty (30) days of receipt of ADOT's statement and shall be forwarded to the Arizona Department of Transportation c/o District V Engineer, 1801 S. Milton Road, Flagstaff, Arizona 86001.

DURATION AND TERMINATION

THIS AGREEMENT shall remain in full force and effect unless terminated by either party upon thirty (30) days written notice of such intent. All parties are hereby put on notice that this agreement is subject to cancellation by the Governor of Arizona, pursuant to Arizona Revised Statutes Section 38-511.


FILING WITH SECRETARY OF STATE

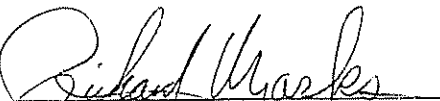
THIS AGREEMENT shall be filed with the Arizona Secretary of State and shall become effective on the date of filing.

IN WITNESS WHEREOF, the parties have executed this agreement the date first written above.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF
TRANSPORTATION

DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE


WALTER O. FORD
Chief Deputy State Engineer


RICHARD W. MARKS
Superintendent
Grand Canyon National Park


Project S-212(Misc.)
Grand Canyon North Entrance Rd.
Snow Removal

EXHIBIT "A"

RESOLUTION

BE IT RESOLVED on this 6th day of January, 1982, that I, W. A. Ordway, Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, enter into an Intergovernmental Agreement with the National Park Service to provide that, as an extension of its snow removal operations on State Route 67 (JACOB LAKE-GRAND CANYON HIGHWAY), the Arizona Department of Transportation perform snow removal services for the Park Service on the North Entrance Road to the Grand Canyon National Park.

THEREFORE, authorization is hereby given to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.



W. A. ORDWAY, Director
Arizona Department of
Transportation



EXHIBIT "B"
UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
SAN FRANCISCO FIELD OFFICE
450 GOLDEN GATE AVENUE BOX 36064
SAN FRANCISCO CALIFORNIA 94102
February 24, 1982

Received
Grand Canyon National Park

MAR 1 '82

Name/Office	Initial	Date
Asst. Dir.		
Mgt. Assistant		
Landscaping Arch.		
Comptroller SP		
Sales Office		
Chief AM		
Fiscal		
Personnel		
Procurement		
Chief Res. Mgt.		
Chief Interp.		
Chief Vis. Ser.		
Chief Maint.		
N.R. Mgt.		
River Mgt.		
Public		
Files		

Memorandum

To: Superintendent, Grand Canyon National Park
From: Field Solicitor, San Francisco
Subject: Intergovernmental Agreement for Snow Removal
Project S-212(Misc.), North Rim, Grand Canyon

As legal counsel for the Park Service, I have reviewed the above-referenced agreement (copy enclosed as marked) and find it in proper form and within the authority of the Park Service. In lieu of a resolution normally required by the State, you as Superintendent are the appropriate official with the delegated authority to sign and thus bind the United States.

Ralph G. Mihan

Ralph G. Mihan
Field Solicitor

Enclosure

cc:
Regional Director, Western Region, w/encl

MAR 12 1982

.EXHIBIT "C"

RATE SCHEDULE

Labor (per hour)

Each person, Regular time	\$ 11.75
Each person, Overtime	\$ 14.31

Equipment (per hour)

Pickup	\$ 5.05
Dumptruck equipped with plow, wing and spreader	40.00
Snowblower	212.40
Grader equipped with wing	37.05

Materials

Cinders (cubic yards)	\$ 8.60
Salt (pounds)	.03

Overhead (based on total labor, equipment and
and materials charges)

Administration, planning and equipment servicing	+9%
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OFFICE OF THE
Attorney General
TRANSPORTATION DIVISION
1275 WEST WASHINGTON
PHOENIX, ARIZONA 85007
(602) 255-1880

ROBERT K. CORBIN
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. 82-155, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. Sec. 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 7th day of April, 1982.

ROBERT K. CORBIN
Attorney General

James R. Redpath
Assistant Attorney General
Transportation Division